



MICHAEL H. KERR
PRESIDENT

April 19, 2000

Mr. Jeff S. Gordon
Supervisory Attorney
Central Enforcement Docket

Federal Election Commission

Washington, DC 20463

APR 24 10 36 AM '00

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF THE CLERK

Re: MUR 4995

Complaint against Congressman Anthony Weiner

Dear Mr. Gordon:

I received a copy of the complaint referenced above. The allegations in the letter by Mr. Vais concerning my company are false and unfounded. Here are the facts:

- The Committee to Elect Anthony Weiner rented approximately 400 square feet of storefront space at a monthly rent of \$300.
- The term of the lease began on Aug 1, 1997 to expire on December 31, 1997. The tenant had the right to extend the lease at the same terms and conditions until December 31, 1998.
- The tenant placed a rental deposit of \$300 for the first months rent.
- The tenant remained in occupancy for a term of 12 months.
- Payment of rent was made as follows:

○ Deposit	\$ 300
○ Check # 1110	\$2100
○ <u>Check # 1136</u>	<u>\$1200</u>
▪ Total	\$3,600

The claim by the complainant that the rent was not paid is FALSE. The tenant paid the rent in full.

The office space rented by Mr. Weiner was vacant for one year prior to the commencement of Mr. Weiner's lease. When Mr. Weiner vacated the space

in late 1998 it remained vacant until it was rented in early 2000. I enclosed a copy of Mr. Weiner's lease for your review.

The lease and rent charged were at market levels with consideration to the condition of the demised premises, its size and the fact that no services were provided by M&R Management.

I will be glad to provide such other material as is necessary to successfully close this matter.

Sincerely yours,

Michael Ken

00-211-463-373

Agreement of Lease, made this 20th day of July 1997, between **Rayland Apts Co., LLC, 1501 Avenue V, Brooklyn, New York, 11229**, party of the first part, hereinafter referred to as OWNER, and **Committee to Elect Weiner, 2276 Homecrest, Brooklyn, New York 11229**, party of the second part, hereinafter referred to as TENANT,

Witnesseth:

Owner hereby leases to Tenant and Tenant hereby hires from Owner

**The street level store known and designated as
1410 Avenue M, Brooklyn, New York 11229**

in the building known as Rayland Apts. in the Borough of Kings, City of New York, for the term of five months (or until such term shall sooner cease and expire as hereinafter provided)

to commence on the

First day of August 1997

and to end on the

Thirtieth-first day of December 1997

both dates inclusive at an annual rental rate as provided in Article 37, which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance of the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment (s) on the execution hereof (unless this lease be a renewal).

The parties hereto, for themselves, their heirs, distributee, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

- | | | |
|-----------|----|---|
| Rent | 1. | Tenant shall pay the rent as above and as hereinafter provided. |
| Occupancy | 2. | Tenant shall use and occupy demised premises for the operation of an office doing general office work |

and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 40 hereof, and shall keep show windows and signs in a neat and clean condition.

3. Alterations:

Tenant shall make no changes in or to the demised premises of any nature without Owner's Prior written consent, except that Tenant shall be permitted to make non-structural changes without the consent of the Owner. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises or the building of which the same forms a part, for work claimed to have done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter, at Tenant's expense by filing the bond required by law. All fixtures and all panning, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner in Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to or to prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, or other such property as the tenant may install or attach in the demised premises during the term of this lease and any extension thereof, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the premises by Owner at Tenant's expense.

4. Maintenance and Repairs:

Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and

equipment, thereof, whether requiring structural or nonstructural repairs caused by or resulting from carelessness, omission, neglect or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Tenant or any subtenant or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture and equipment. Tenant shall promptly make, at Tenant's expense, all repairs in and to the demised premises for which Tenant is responsible. Any other repairs in or to the building or the facilities and systems thereof for which Tenant is responsible shall be performed by Owner at the Tenant's expense. Owner shall maintain in good working order and repair the exterior and the structural portions of the building, including the structural portions of its demised premises, and the public portions of the building interior and the building plumbing, electrical, heating and ventilating systems (to the extent such systems presently exist) serving the demised premises. Tenant agrees to give prompt notice of any defective condition in the premises for which Owner may be responsible hereunder. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or others making repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in and to the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall not be entitled to any set off or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this Lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 shall not apply in the case of fire or other casualty which are dealt with in Article 9 hereof.

5. **Window Cleaning:**

Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

6. **Requirements of Law, Fire Insurance, Floor Loads:**

Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant at Tenant's sole cost and expense, shall promptly comply with all present and future laws orders and regulations of all state, Federal, municipal and local governments, departments, commissions and boards, and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, whether or not arising out of Tenant's use or manner of use thereof, (including Tenant's permitted use) or with regard to the building if arising out of Tenants use or manner of use of the premises or the building (including the use permitted under the lease). Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has, by its manner or use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Owner to Owner's satisfaction against all damages, interest, penalties and expenses, including but not limited to, reasonable attorney's fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Owner, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Owner to prosecution for a criminal offense or constitute a default under any lease or mortgage under which Owner may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner, with respect to the demised premises or the building of which the demised premises form a part, or which shall or might subject Owner to any liability or responsibility to any person or for property damage. Tenant shall not keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the premises in a manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, fines, penalties or damages which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of the article and if by reason of such failure the fire insurance rate shall, at the beginning of this lease or at any time thereafter, be higher than it otherwise would be then. Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machine and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Owner's judgement, to absorb and prevent vibration, noise and annoyance.

7. **Subordination:**

This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property which the demised premises are a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Owner may request.

8. **Property- Loss, Damage, Reimbursement, Indemnity:**

Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other Tenants or persons in, upon or about said building or caused by operations in construction of any private, public, or quasi public work. If at any time any windows of the demised premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason whatsoever including, but not limited to Owner's own acts, Owner shall not be liable for any damage Tenant

may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement or diminution of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractor, employees, invitees or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, or any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by Counsel approved by Owner in writing, such approval not to be unreasonably withheld.

9. Destruction, Fire and other Casualty:

(a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent shall be proportionally paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner, subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant, given within 90 days after such fire or casualty specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subordination or otherwise. The foregoing release and waiver shall be in force only of both releasers' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. If, and to the extent, that such waiver can be obtained only by the payment of additional premium within ten days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any further obligation under the provisions hereof with respect to waiver of subrogation. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements or appurtenances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

10. Eminent Domain:

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease, and assigns to Owner, Tenant's entire interest in any such award.

11. Assignment, Mortgage, Etc.:

Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, under-Tenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

12. Electric Current:

Electricity service is provided directly to the demised premises by the local utility. Tenant must contact the local utility and contract directly with the utility for the usage of electricity. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other Tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

13. Access to Premises:

Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform. Owner agrees to use reasonable judgement in scheduling and performing repairs, reasonable diligence and reasonable efforts not to interfere with the operation of the Tenant's business or the use of their office. Tenant shall permit Owner to use and maintain and replace pipes

and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are concealed within the walls, floor, or ceiling. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgages of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants. If Tenant is not present to open and permit the entry into the premises, Owner or Owner's agents may enter same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder.

14. Vaults, Vault Space, Area:

No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked or if the amount of such space or area be diminished or required by any federal, state, or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

15. Occupancy

Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them as is, subject to the terms and conditions of as provided herein with respect to Owner's work, if any. In any event, Owner makes no representations as to the condition of the premises and Tenant agrees to accept same subject to violations, whether or not of record.

16. Bankruptcy:

(a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be canceled by Owner by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as debtor, except that Tenant shall have sixty (60) days to cure the commencement of a bankruptcy; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease. (b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four per cent (4%) per annum. If such premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of reletting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

17. Default:

(1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted; or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under Section 235 of Title II of the U. S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, then in any one or more of such events, upon Owner serving a written ten (10) days notice upon Tenant specifying the nature of said default and upon the expiration of said ten (10) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said ten (10) day period, and if Tenant shall not have diligently commenced curing such default within such ten (10) day period and shall not thereafter with reasonable diligence and in good faith proceed to remedy to cure such default, then Owner may serve a written three (3) days notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner but Tenant shall remain liable as hereafter provided. (2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; then and in any of such events Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Owner may cancel and terminate such renewal or extension agreement by written notice.

18. Remedies of Owner and Waiver of Redemption:

In case of any such default, re-entry, expiration and/ or dispossession by summary proceedings or otherwise, (a) the rent, shall become due thereupon and be paid up to the time of such reentry, dispossession and/ or expiration. (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Owner to collect the deficiency for any subsequent month by a similar proceeding. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgement, considers advisable and necessary for the purpose of re-letting the demised premise, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant or any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

19. Fees and Expenses:

If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder. If Owner, in connection with the foregoing or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceeding, then Tenant will reimburse Owner for such sums so paid or obligations incurred with interest and costs. The foregoing expenses incurred by reasons of Tenant's default shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within five (5) days rendition of any bill or statement to Tenant therefor. Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

20. Building Alterations and Management:

Owner shall have the right at any time without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the building and to change the name, number or designation by which the building may be known. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or other Tenants making any repairs in the building or any such alterations, additions and improvements. Further-more, Tenant shall not have any claim against Owner by reason of Owner's imposition of such controls of the manner of access to the building by Tenant's social or business visitors as the Owner may deem necessary for the insecurity of the building and its occupants. Owner agrees to use reasonable judgement in scheduling and performing repairs, reasonable diligence and reasonable efforts not to interfere with the operation of the Tenant's business or the use of their office. Owner agrees to provide Tenant reasonable notice as provided elsewhere in this lease.

21. No Representations by Owner:

Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demises premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

22. End of Term:

Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear excepted, and damages which Tenant is not required to repairs as provided elsewhere in this lease and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

23. Quiet Enjoyment:

Owner covenants and agrees with Tenant that upon Tenant paying rent and additional rent and observing and performing all the

terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 31, Definitions, hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

24. Failure to Give Possession:

If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any Tenant, undertenant or occupants, or if the premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the Owner's inability to obtain possession) until after Owner shall have given Tenant written notice that the premises are substantially ready for Tenant's occupancy. If permission is given to Tenant to enter into possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

25. No Waiver:

The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check in payment as rent be deemed an accord and satisfaction, and Owner may accept such check in payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agent during the term hereby demised shall be deemed an acceptance of a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

26. Waiver of Trial by Jury: It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory remedy. It is further mutually agreed that in the event Owner commences any summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding including a counterclaim under Article 4.

27. Inability to Perform:

This lease and the obligations of Tenant to pay rent hereunder and perform all of the other covenants and agreement hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Owner is prevented or delayed from so doing by reason of strike or labor troubles, or any cause whatsoever including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

28. Bills and Notices:

Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

29. Services Provided by Owners:

As long as Tenant is not in default under any of the covenants of this lease, Owner shall provide: (a) heat to the demised premises when and as required by law, on business days from 8 a.m. to 6 p.m. and on Saturdays from 8 a.m. to 1 p.m.; (b) water for ordinary lavatory purposes, but if Tenant uses or consumes water for any other purposes or in unusual quantities (of which fact Owner shall be the sole judge), Owner may install a water meter at Tenant's expense and Tenant shall maintain such water meter in good working order and repair as required and Tenant shall pay for water consumed as shown on said meter as additional rent as and when bills are rendered; (c) Owner reserves the right to stop services of the heating, elevators, plumbing, air-conditioning, power systems or other services, if any, when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in the judgement of Owner for as long as may be reasonably required by reason thereof. The same shall be done with a minimum of inconvenience to Tenant and Owner shall pursue the alteration with due diligence.

30. Captions:

The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

31. Definitions:

The term "office", or "offices", wherever used in this lease, shall not be construed to mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, bootblack or other stand, barber shop, or for other similar purposes or for manufacturing. The term "Owner" means a Owner or lessor, and as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building (or the Owner of the lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties of their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall include Saturdays, Sundays and all days observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service.

32. Adjacent Excavation-Shoring:

If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which the demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

33. Rules and Regulations:

Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York Office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by Service of a notice, in writing upon Owner within ten (10) days after the giving of notice thereof. Nothing in the lease contained shall be construed to impose upon Owner any duty or obligations to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other Tenant and Owner shall not be liable to Tenant for violation of the same by any other Tenant, its servants, employees, agents, visitors or licensees.

34. Security:

Tenant has deposited with Owner the sum of \$600.00 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; It is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security and Tenant agrees to look solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer and assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

35. Estoppel Certificate:

Tenant, at any time, and from time to time, upon at least 10 days prior written notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that the lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates which the rent and additional rent have been paid, and stating whether or not there exists any default by Owner under this lease, and, if so, specifying each such default.

36. Successors and Assigns:

The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

37. Rent:

The monthly rental for the Demised Premises shall be payable as follows:

Aug 1, 1997 to Dec 31, 1997	\$300.00	Per Month
-----------------------------	----------	-----------

38. Late Fee:

If any installment of rent or additional rent is not received within ten (10) days after the due date thereof, same shall be subject to a late payment penalty fee of \$50.00

39. Real Estate Taxes:

- The term "Base Tax" shall mean the Real Estate Taxes Payable for the Tax Year ending June 30, 1989.
- The term "Real Property" shall mean the land (the "Land") on which the building is located, the building and all improvements on the land or in the building and all easement air rights, development or zoning rights over other real property

in vicinity of the building and all appurtenances to all of the foregoing.

- c. The term "Tax Year" shall mean each New York City real estate tax year commencing on July 1st and expiring on June 30th in which any portion of the term of this lease shall fall. If the present use of July 1 - June 30th New York City real estate tax year shall hereafter be changed, then such change tax year shall be used with appropriate adjustment for the transition.
- d. The term "Real Estate Taxes" shall mean the total of all taxes and special or other assessments levied, assessed or imposed at any time by any government authority upon or against the Real Property or any part thereof (but excluding, however, any interest or other late payment charges thereon so long as Tenant is current in the payments required to be made by it to Owner under this Article). If, due to a future change in the method of taxation or in the taxing authority, or for any other reason any tax, or assessment is levied, assessed, or imposed at any time by any government authority in connection with the receipt of income or rents from the real property, or a franchise, income, value added, use, transit, be levied against Owner or any owner of the real property in addition to or in substitution in whole or in part for the Real Estate Taxes, or in lieu of additions to or increase of the Real Estate Taxes, then such franchise, governmental imposition shall be deemed to be included within the definition of Real Estate Taxes for the purposes hereof. If there are any assessments which are payable over a period of time extending beyond the term of this lease, only a pro rata portion thereof covering the portion of the term of this lease unexpired at the time of the imposition of such assessment, shall be included in Real Estate Taxes. If, by law, any assessment may be paid in installments, then, for the purposes hereof, (y) such assessment shall be deemed to have been payable in the maximum number of installments permitted by the law without penalty and (z) there shall be included in Real Estate Taxes for each tax year in which such installments may be paid the installments of such assessment so becoming payable during such Tax Year, together with interest payable during such Tax Year. Nothing contained herein shall be construed as it applies to the Owners income or franchise taxes or any other personal tax
- e. **Tenant Share**
- The term "Tenant Share", for the purposes of this lease shall mean: 2%
 - In the event that the Real Estate Taxes payable for any Tax Year shall exceed the Base Tax, Tenant shall pay as Tax Escalation to Owner, as additional rent for such Tax Year, an amount equal to Tenant's Share of the excess. Before or after the start of each Tax Year, Owner shall furnish to Tenant a statement of Tenant's share of Real Estate Taxes payable for such Tax Year together with a copy of the tax bills for such Tax Year. If the Real Estate Taxes for such Tax Year exceed the Base Tax, Tenant shall pay as additional rent on the first (1st) day of the calendar month in which bill is rendered, an amount equal to Tenant's share of such excess.
 - If, after Tenant shall have made a payment of additional rent under this article, and provided Tenant is not in default under this lease, Owner shall receive a refund of any portion of the real estate taxes payable for any tax year on which such payment of additional rent shall have been based, as a result of a reduction of such real estate taxes by final determination of an application, legal proceeding, settlement or otherwise Owner shall give Tenant an appropriate credit against rent and additional rent hereunder, after deducting therefrom all legal fees, court costs and all expenses and fees incurred in connection with obtaining such refund (prorated for any partial year if appropriate). Nothing herein shall be deemed to obligate Owner to seek a reduction in Real Estate Taxes or assessed valuation of the Real Property.
 - If the Commencement date is not the first day of the tax year, the Tenant's share of Real Estate Taxes for such Tax Year shall be prorated based upon the number of days of the term of this lease within such Tax Year. Upon the date of any expiration or termination of this lease (except termination because of Tenant's default in which event the amount otherwise to be prorated in Tenant's favor shall instead be applied to reduce damages payable by Tenant by reason of such default), whether the same be the date hereinabove set forth for the expiration date of this lease or any prior or subsequent date, Tenant's share for such tax year shall be prorated for the number of days of the term of this lease within such tax year and, to the extent of theretofore already paid, shall be immediately payable, subject to adjustment at the end of such tax year as provided in this Article.
 - Any delay or failure of Owner in billing any Tax Escalation hereinabove provided shall not constitute a waiver of, or in any way impair the continuing obligation of Tenant to pay, such Tax Escalation hereunder.
 - It is understood and agreed that in the event that the present real property tax system be modified, substituted, or changed into another tax system by the government or governments or authorities having jurisdiction then in that event it is agreed between the parties that they will attempt to agree upon a substitute formula for upward or downward adjustment of fixed rent in lieu of the formula set forth in paragraph 11 so as to reflect accrued and/or accumulated downward or upward adjustments of rent made up to the time of modification, substitution or change of the real property tax system, and upon the failure of the parties so agreeing to such a substitute formula, it is hereby agreed that the matter shall be referred to The American Arbitration Association to so determine a substitute formula for the adjustment of rent under paragraph 11, and such arbitrator's award upon confirmation by the court having jurisdiction shall be thereafter binding upon the parties to this lease.
40. **Article 39 Suspended**
- During the term of this lease and any renewal as provided for elsewhere, the application of this Article, 39, Real Estate Taxes shall be suspended and shall not apply.
41. **Pornographic Uses Prohibited:**
- Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the premises, and shall not permit or conduct any obscene, nude or semi-nude modeling, rap sessions, or as a so-called rubber goods shops, or as a sex club or any sort, or as a "massage parlor." Tenant agrees further that Tenant will not permit any of the uses by any sublessee or assignee of the premises. This Article shall directly bind any successor in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it in Penal law 235.
42. **Other Taxes:**
- Any governmental tax or charge (Other than income, franchise or other personal taxes) levied, assessed, or imposed on account

of the payment by Tenant or receipt by Owner, or based in whole or in part upon the rents in this lease reserved or upon the Owner's tract, or in value thereof, shall be paid by Tenants.

43. **Additional Rent:**

a. All amounts required or provided to be paid by the Tenants under this lease shall be deemed rent, and the failure to pay the same shall be treated in all events as the failure to pay rent.

44. **Payments for Tenants:**

a. If Owner pays any monies or incurs any expense to correct a breach of this lease by Tenant, or to do anything in this lease required to be done by Tenants, all amount so paid or incurred shall, on notice to Tenant, be considered additional rent payable by Tenants with the first monthly rent installment thereafter becoming due and payable, and may be collected as by law provided in the case of rent.

45. **Insurance:**

Tenant agree to maintain liability insurance at their own cost and expense and to insure and keep insured the Owner and Tenant, as their interest may appear, in limits of liability of not less than \$500,000. The Tenants agree to maintain property damage insurance at their own cost and expense and to insure and keep insured in limits not less than \$50,000. The Tenant agrees to deliver said policies or certificates thereof to the Owner, together with evidence of payment of premiums on or before the first of each year or within thirty (30) days after any renewals of this lease. At least thirty (30) days before the expiration of any insurance policy required by this lease, the Tenant will deliver to the Owner a renewal policy or certificate thereof. In the event Tenant fails to pay such premiums, or to maintain such insurance the Owner, at its option, may declare this lease null and void and commence proceedings to evict the Tenants from the demised premises, or the Owner may, at its option, pay the said premiums or secure the monies expended for insurance as set forth heretofore as additional rentals for the month next ensuing after said payments have been made by the Owner. In the event that the rate of fire insurance is increased by virtue of any act of the Tenant or undertenant, or Tenant's agents, servants or employees, the Tenants shall pay the difference to the Owner for such increased insurance rate upon demand in writing by the Owner. Such payment shall be made and construed as additional rental hereunder, but not if permitted use is complied with.

46. **Owner's Consent**

Whenever Owner's consent, signatory, approval or cooperation shall be required, Owner shall not unreasonably refuse or delay.

47. **Undertenant, Agents, Sub-Tenants:**

The Tenants will not, nor will the Tenants permit any undertenant, agents, or employees to do anything in said premises or store anything in said premises which will in any way increase the rate of fire insurance on said demised premises nor use the demised premises or any part thereof for any business purpose which would cause an increase in rate of fire insurance. The parties agree that permitted use will not cause an increase in the fire insurance rate, so long as tenant complies with all building and insurance codes.

48. **Holdover:**

a. If Tenant shall hold-over or remain in possession of any portion of the demised premises beyond the expiration of the term of this lease, Tenant shall be subject not only to a summary proceeding and all damages related thereto, but also to any damages arising out of delay by Tenant in so surrendering the demised premises, including without limitation, any claims by any succeeding Tenant or any prospective Tenant founded upon such delay. All damages to Owner by reason of such holding-over by Tenant may be the subject of a separate action and need not be asserted by Owner in any summary proceedings against Tenant.

b. Tenant expressly waives, for itself and for any party claiming through or under Tenant, any rights which Tenant or any such party may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any similar or successor law of same import then in force, in connection with any hold-over proceedings which Owner may institute to enforce the provisions of this article.

c. In the event Tenant remains in possession of the demised premises after termination of this lease without the execution of a new lease, Tenant, at the option of Owner, shall be deemed to be occupying the demised premises as a Tenant from month-to-month, at a monthly rental equal to three times the rent and additional rent payable during the last month of the term of this lease, subject to all of the other terms of this lease insofar as the same are applicable to a month-to-month tenancy.

49. **Enforcement of Judgement:**

Owner and Tenant agree that in any action arising out of, or under, this lease against any Owner hereunder, the enforcement of any judgment shall be limited to (a) the interests of such Owner in and to the Real Property and the leasehold estate under any ground or underlying lease affecting the land and/or building and (b) such Owner's interest in this lease, and Tenant shall not enforce any judgment against, nor attach, any other assets of such Owner, nor of any disclosed or undisclosed principal of such Owner (or of any officer, director, stockholder, partner or agent of such Owner or of any such principal).

50. **Mechanics Lien:**

In the event that any contractor, materialmen or supplier engaged by the Tenant to alter these premises for the benefit of the Tenant shall cause a mechanic's lien to be filed as against these premises, the Tenant does herewith agree that it shall cause the same to be removed of record by either causing the same to be satisfied or posting a surety bond for the discharge of the said lien within thirty (30) days from the date of filing of said lien. Failure to remove or discharge any mechanic's lien shall be deemed a material breach of this lease and the Owner may, at its option, demand the possession of the said premises, reenter upon the same, and hold Tenant responsible for any and all damages including, but not limited to the restoration of the premises, accrued rentals and future rentals and future rentals lost by virtue of Tenant's failure to comply with the terms hereof.

51. **Provisions Adjudicated as Invalid**

a. If any clause, sentence, paragraph, section, article, or part of this lease shall be adjudicated to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate any other part of this lease. Or the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, article, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

52. M&R Management Co., Inc., Agent

- a. M&R Management Co., Inc. shall have the authority to act on behalf of the owner in all matters concerning this lease, including but not limited to tendering bills and collecting rent payments; preparations of and service of all notices and the commencement of all legal proceedings.

53. Option to Renew

- a. Tenant shall have the right to renew this lease for an additional term of one (1) year at the rental listed below, providing however that Tenant shall not be in default of any of the provisions of this lease. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Owner may cancel and terminate such renewal or extension agreement by written notice, after notice and opportunity to cure. If Tenant elects to renew, Tenant must notify Owner no later than thirty (30) days prior to the expiration of the initial term of this lease and such notification must be in writing sent to Owner by certified mail.

The monthly rental for the Demised Premises shall be payable as follows:

January 1, 1998 to December 31, 1998 \$300 Per Month

In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first written above.

Witness for Owner:

M&R Management Co., Inc. Owner

Witness for Tenant:

Committee to Elect Weiner, Tenant

C:\Mike's Work\Wordperfect\wpdocs\M&R Management\Venetia\Weiner elect.upd

Phone 917 - 688 - 4052

Rules and Regulations Attached to And Made A Part Of This Lease in Accordance with Article 33

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress or egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any tenant or by jobbers, or others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and safeguards. If said premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalks and curb in front of said premises clean and free from ice, snow, dirt, and rubbish.
2. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose clerks, agents, employees or visitors, shall have caused it.
3. No carpet, rug or other article shall be hung or shaken out of any window of the building; and no Tenant shall sweep or throw or permit to be swept or thrown from the demised premises and dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the building and, Tenant shall not use, keep, or permit to be used if kept any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odor and/or vibrations or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be kept in or about the building. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited.
4. No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of Owner.
5. No sign, advertisement, notice or other letting shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the demised premises or the building or on the inside of the demised premises if the same is visible from the outside of the premises without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the premises. In the event of the violation of the foregoing by any Tenant, Owner may remove same without any liability and may charge the expense incurred by such removal to Tenant or Tenant's violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for each Tenant by Owner at the expense of such Tenant, and shall be of a size, color and style acceptable to Owner.
6. No Tenant shall mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used an interlining of builder's deadening felt shall be first affixed to the floor, by paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
7. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or mechanism thereof. Each Tenant must, upon the termination of his Tenancy, restore to Owner all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys, so furnished, such Tenant shall pay to Owner the cost thereof.
8. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.
9. Canvassing, soliciting and peddling in the building is prohibited and each Tenant shall cooperate to prevent the same.
10. Owner reserves the right to exclude from the building, between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays and legal holidays all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom any Tenant requests same in writing. Each Tenant shall be responsible for all persons for whom he requests such pass and shall be liable to Owner for all acts of such person.
11. Owner shall have the right to prohibit any advertising by any Tenant which, in Owner's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
12. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible or explosive fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors to permeate in or emanate from the demised premises.
13. If the building contains central air conditioning and ventilation, Tenant agrees to keep all windows closed at all times and to abide by all rules and regulations issued by the Owner with respect to such services. If Tenant requires air conditioning or ventilation after the usual hours. Tenant shall give notice in writing to the building superintendent prior to 3:00 P.M. in the case of services required on week days, and prior to 3:00 P.M. on the day prior in the case of after hours service required on weekends or on holidays.
14. Tenant shall not place a load on any floor of the demised premises exceeding the floor load per square floor area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant at Tenant's expense in setting sufficient in Owner's judgement to absorb and prevent vibration, noise and annoyance.

15. Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter, or fixtures into or out of the building without Owner's prior written consent. If such safe, machinery, equipment, bulky matter or fixtures requires special handling, all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto and shall be done during such hours as Owner may designate.

Initial _____ Tenant MM Owner